

- a) If the market price of elephants remains unchanged, B must pay 2000 baht.
- b) If at any time between the time when B received the elephant and the date of final judgment the market price of elephants has risen, say to 2500 baht, B must pay 2500 baht.
- c) If the market price has fallen say from 2000 baht to 1500, A is still entitled to claim the full value of the prestation at the time when it was made, that is to say 2000 baht.

114. — The person who received the prestation in good faith is bound to return interest and profits from the date of demand only.

*See Illustration under Section 115.*

115. — The person who received the prestation in bad faith is bound to return interest and profits from the date of prestation.

*ILLUSTRATION (Sections 114 & 115). — On the 1st, of October, A delivers to B a house which is let to a tenant for 100 baht per month. A has collected the rent for September. B collects the rent for October and for the following months. On the 1st of January, A claims restitution of the house on the ground of undue delivery as provided by Section 105. The Court orders B to restore the property.*

a) If the market price of elephants remains unchanged, B must pay 2000 baht.

b) If at any time between the time when B received the elephant and the date of final judgment the market price of elephants has risen, say to 2500 baht, B must pay 2500 baht.

c) If the market price has fallen say from 2000 baht to 1500, A is still entitled to claim the full value of the prestation at the time when it was made, that is to say 2000 baht.

114.—The person who received the prestation in good faith is bound to return interest and profits from the date of demand only.

*See Illustration under Section 115.*

115.—The person who received the prestation in bad faith is bound to return interest and profits from the date of prestation.

*ILLUSTRATION (Sections 114 & 115).—On the 1st. of October, A delivers to B a house which is let to a tenant for 100 baht per month. A has collected the rent for September. B collects the rent for October and for the following months. On the 1st. of January, A claims restitution of the house on the ground of undue delivery as provided by Section 105. The Court orders B to restore the property.*